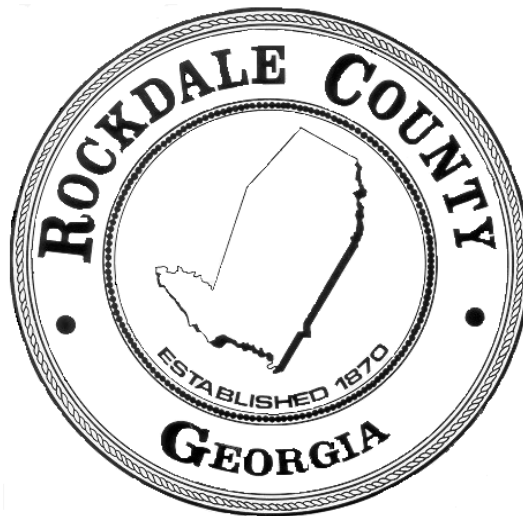


ROCKDALE COUNTY, GEORGIA

August 27, 2024

HYDRO FLUOROSILICIC ACID (FLUORIDE)

INVITATION TO BID No. 24-12



**ROCKDALE COUNTY FINANCE DEPARTMENT
PROCUREMENT DIVISION
958 MILSTEAD AVENUE
CONYERS, GA 30012
770-278-7552**

INTRODUCTION:

This is an Invitation to Bid (ITB) for the purchase of Hydro fluorosilicic Acid (Fluoride) in Rockdale County. Instructions for preparation and submission of a bid are contained in this packet. Bids must be typed or printed in ink.

Rockdale County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, and handicap, or veterans' status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Rockdale County.

PURCHASING CONTACT FOR THIS REQUEST:

All questions concerning this ITB and all questions arising subsequent to award are to be addressed to the Purchasing Division via email to Adrienne Brown, at Adrienne.m.brown@rockdalecountyga.gov or the following address:

Rockdale County Finance Department
Purchasing Division
Attn: Adrienne Brown
958 Milstead Avenue
Conyers, GA 30012
Phone: (770) 278-7557

E-mail: Adrienne.m.brown@rockdalecountyga.gov

To maintain a "level playing field", and to assure that all bidders receive the same information, bidders are requested **NOT** to contact anyone other than the contact above until after the award of the contract. Doing so could result in disqualification of the bidder.

BID COPIES FOR EVALUATION:

One (1) hard copy, one (1) original hard copy, and one (1) USB Flash Drive in Adobe PDF format will be required for review purposes. *(Original must be clearly marked "Original" and the Copies clearly marked "Copies.")*. Flash Drives that are blank or have incorrect information on them will not be acceptable and may be justification for disqualification. Check your Flash Drive(s) to ensure that they have the appropriate material on it before submitting.

All bid materials must be completed and enclosed in a sealed envelope prior to submittal. The ITB number must be clearly written on the outside of the envelope. **Incomplete, incorrect, unsealed, unmarked, or improperly submitted bids may be rejected.**

CONTRACT TERM

Twelve (12) Months from Notice to proceed with option to renew two (2) additional 12-month periods.

Because this contract contains two (2) renewal periods and the price of materials is subject to change from year to year, it is appropriate to allow the Contractor to offer price increases prior to the renewal of the contract for the following year. Therefore, 90 days prior to the end of the contract, the Contractor will advise the County in writing of their desire to renew the contract and will provide the County with an updated price list (this should be the same price list from the original bid with any necessary additions that became evident during the previous year's operations). The County will review the price increases and if necessary, negotiate with the Contractor to finalize pricing. Once both parties have agreed to the contract extension pricing, the County will prepare an Amendment to the original contract outlining the extension period, the new pricing that has been approved by both parties, and any other changes to the contract that become necessary to improve the operational effectiveness of the Agreement.

ESCALATION CLAUSE:

During the life of the contract, if the successful bidder requests a price increase, the successful bidder shall furnish price lists to the County for his/her increases and those of his/her supplier (e.g., factory) increases, as and if prices are changed. Also furnish a list of his/her supplier's (e.g., factory) prices that had been in effect during bidder's earlier prices; so that County can see the difference. Price change will be in effect only after receipt and approval of one copy of these price lists, (or catalogs), by the Rockdale County Purchasing Department. Price lists and changes thereto are to be furnished under the contract and without charge to the County. Catalogue(s) or Price List(s) are to be submitted to Purchasing Department, P.O. Box 289, Conyers, GA 30012. All price increases will require Board of Commissioners approval as a change order to the contract.

DUE DATE:

Sealed bids will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, September 19, 2024**. Bids received after this time will not be accepted. Bidders are not required to attend bid opening.

QUESTIONS AND CLARIFICATIONS:

All questions and/or requests for clarifications concerning this ITB must be submitted to the Purchasing Division via email to adrienne.m.brown@rockdalecountyga.gov or at the above address no later than **2:00 p.m., local time, on Thursday, September 12, 2024**. It shall be the Bidders responsibility to seek clarification as early as possible prior to the due date and time. Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at www.rockdalecountyga.gov, under Bid Opportunities. Questions or requests for clarifications received after this deadline will not receive a response.

ADDENDA:

Answers to questions submitted that materially change the conditions and specifications of this ITB will be issued in an addendum and posted to the County's website at www.rockdalecountyga.gov under Bid Opportunities. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

It is the bidder's responsibility to check the Rockdale County website at www.rockdalecountyga.gov, under Bid Opportunities for any addenda that may be issued, prior to submitting a bid for this ITB.

WARRANTY AND / OR GUARANTY:

The bidder will state below or will furnish a separate letter attachment which fully explains the condition of Warranty and/or Guaranty. If no Warranty and/or Guaranty is applicable, it must be so stated. NOTE: Failure to respond to the requirement of this paragraph may result in the bid being non-responsive.

FOREIGN PRODUCTS:

Rockdale County prefers to buy items produced and/or manufactured in the United States of America; however, foreign products may be considered provided it is so stated. Bidder certifies that item(s) offered on this bid is/are manufactured/produced in the United States.

Yes _____ No _____

If "No" state place: _____

DELIVERY

The hydro fluorosilicic acid (fluoride) must be delivered into 6200-gal bulk tank.

Estimated number of deliveries is four (4), est. 182,000 lbs. total. Per pound bid price is to include all freight and other related charges.

Delivery is required within **7 - 10 calendar days** after receipt of orders. However, alternate delivery time will be considered provided it is so stated.

(Bidder state number of days for delivery)

All prices are to be firm, **F.O.B. Destination, Freight Prepaid and Allowed.**

Delivery must be made between 8:00 A.M. and 5:00 P.M. Monday through Friday, unless otherwise requested.

DELIVERY F.O.B.: The successful bidder shall give a 24-hour prior notice of delivery to Division calling in the order; and **must ask for caller's Purchase Order Number (or Release Number) at that time**, when giving such prior Notice.

NOTE: F.O.B. POINT: Unless otherwise stated in the invitation and any resulting contract, or qualified by the bidder, all articles will be F.O.B. Destination, Freight Prepaid and Allowed. This shall include delivered, unloaded and placed in designated place. Successful bidder must comply with this paragraph.

F.O.B. LOCATION: Rockdale County Water Treatment Plant
3090 Gees Mill Road
Conyers, Georgia 30013

QUALIFICATIONS OF OFFERORS:

Bidders must have a current business license from their home office jurisdiction and provide a copy of that license with the submittal of their bid response. Rockdale County vendors doing business in Rockdale County must have a current Rockdale County Business License.

Bids from any offeror that is in default on the payment of any taxes, license fees, or other monies due to Rockdale County will not be accepted.

Bidders are to submit at least **three (3) references** from projects with similar experience using the materials and process in this Invitation to Bid.

DEBRIEFINGS:

In lieu of Post-Award debriefings, Rockdale County's will provide the "Selection Package" at the time of the Selection Announcement (also referred to as the Announcement of Entering into Negotiations). The "Selection Package" will include the scores of phases for all firms who responded and will typically be provided as a PDF file and e-mailed.

SILENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.

OPTION TO AUDIT

Successful bidder will be required to maintain complete records during the life of the contract and for a period of one year after completion of the contract. Such records are to be made available to the County if officially requested, to be audited by a designated County auditing staff. In such audits reveal overcharges and/or undercharges, such will be adjusted, and compensation made by either party to correct charges.

TORT IMMUNITY:

No officer, employee, or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered because of any act, event, or failure to act.

SUBMITTAL COST AND CONFIDENTIALITY

Careful consideration should be given before submitting confidential information to Rockdale County. The Georgia Open Records Act permits public scrutiny of most materials collected as part of this process. Please clearly mark any information that is considered a trade secret, as defined by the Georgia Trade Secrets Act of 1990, O.C.G.A. §10-1-760 et seq., as trade secrets are exempt from disclosure under the Open Records Act. Rockdale County does not guarantee the confidentiality of any information not clearly marked as a trade secret.

OPEN RECORDS

The contents of the bids will not be made public until after an award and contract has been executed.

AWARD OF CONTRACT:

The Rockdale County Procurement Office and/or Evaluation Committee make a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee. Rockdale County reserves the right to make no awards, multiple awards, one award for all items; or whatever the County deems to be in its best interest.

QUANTITIES:

The quantities listed in the Bidders Response Schedule are provided as an estimate for bid purposes. The County will not be obligated to quantities beyond actual needs.

SELECTION PROCESS:

The Rockdale County Procurement Office and/or Evaluation Committee make a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Purchasing Department and/or Evaluation Committee.

This is a past performance/quality/price trade-off source selection in which competing offeror's past and present performance history and product quality will be evaluated on a basis approximately equal to price. Award will be made to the responsible offeror whose bid represents the best value after evaluation in accordance with the factors listed below. Rockdale County Board of Commissioners may reject any or all bids if such action is in the county's interest.

Rockdale County may evaluate bids and award a contract without discussions with offerors. Therefore, the offeror's initial bid should contain the offeror's best terms from a price and technical standpoint. The County reserves the right to conduct discussions if the County later determines them to be necessary.

INSURANCE:

Before starting any work, the successful contractor must furnish to Rockdale County certificate(s) of insurance from companies doing business in Georgia. The Company shall maintain in full force and effect the following insurance during the term of the Agreement:

Coverages:Limits of Liability:

Workers' Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Personal & Advertising Injury Limit	\$1,000,000.00
Products / Completed Ops.	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage	\$1,000,000.00 each occurrence
Liability	

(If hazardous substances are involved)

Contractor's Pollution Liability (with 1-year extended reporting period)

Each Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00

Environmental Impairment Liability (with 1-year extended reporting period)

Each Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00

General Liability \$1,000,000.00

All insurance shall be provided by an insurer(s) acceptable to the County and shall provide for thirty (30) days prior notice of cancellation to the County. Upon contract award, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Rockdale, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies using ISO Additional Insured Endorsement forms CG 2010 or its equivalent. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of Rockdale County, Georgia.

The insurance carrier must have a minimum rating of A or higher as determined by the rating firm A.M. Best.

Certificates must contain policy number, policy limits, and policy expiration date of all policies. The Invitation to Bid (ITB) number and project name must be inserted in the Description of Operations section of the certificate.

Certificates are to be issued to:
 Rockdale County, Georgia
 958 Milstead Avenue
 Conyers, GA 30012

PERMITS:

The awarded contractor will be responsible for acquiring any permits that are required for this project/purchase. Rockdale County will waive fees on all permits issued by Rockdale County.

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a Qualification package in response to this ITB must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the ITB package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- A. The form must be signed by an authorized officer of the contractor or their authorized agent.
- B. The form must be notarized.
- C. The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.

ENERGY EFFICIENT, RECYCLING, AND WASTE REDUCTION PURCHASING POLICY

Policy #R-2015-08 includes the following language:

The Rockdale County Board of Commissioners only purchases energy star rated equipment and appliances that are economically responsible and reduce resource consumption and waste within federal, state, and local laws. The County will only purchase recycled copy, computer, and fax paper with at least 30 percent recycled content.

A copy of the policy may be viewed and downloaded by visiting the website at www.rockdalecountyga.gov , under Bid Opportunities, and scrolling down to the bottom of the page.

PIGGYBACKING

Rockdale County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

GENERAL INFORMATION:**RECEIPT OF BID:**

No bids received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to Rockdale County for the premature opening of a bid not properly addressed and identified.

WITHDRAWAL OF BID:

A bidder may withdraw his bid before the bid due date, without prejudice to the bidder, by submitting a written request of withdrawal to the Rockdale County Procurement Office.

REJECTION OF BID:

Rockdale County may reject any and all bids and must reject a bid of any party who has been delinquent or unfaithful in any formal contract with Rockdale County. Also, the right is reserved to waive any irregularities or informalities in any bid in the proposing procedure. Rockdale County shall be the sole judge as to which bid is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various bidders.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

The bidder may be required, upon request, to prove to the satisfaction of Rockdale County that he/she has the skill, experience, necessary facilities, and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any bidder is not satisfactory, the bid of such bidder may be rejected. The successful bidder is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

NON-COLLUSION AFFIDAVIT:

By submitting a bid, the bidder represents and warrants that such bid is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from proposing and that the bidder has not in any manner sought by collusion to secure to that bidder any advantage over any other bidder.

INTEREST OF:

By submitting a bid, the bidder represents and warrants that a Commissioner, Administrator, employee, nor any other person employed by Rockdale County has, in any manner, an interest, directly or indirectly, in the bid or in the contract which may be made under it, or in any expected profits to arise therefrom.

DOCUMENTS DEEMED PART OF THE CONTRACT:

The notice, invitation to bidders, general conditions, and instructions for bidders, special conditions, specifications, bid, and addenda, if any, will be deemed part of the contract.

GOVERNING LAWS:

This contract is made under and shall be governed and construed in accordance with the laws of the State of Georgia.

ERRORS AND OMISSIONS:

The vendor shall not take advantage of any errors or omissions in this Bid Request and shall promptly notify Rockdale County of any omissions or errors found in this document.

STANDARD INSTRUCTIONS:

1. The instructions contained herein shall be construed as a part of any bid invitation and/or specifications issued by Rockdale County and must be followed by each bidder.
2. The written specifications contained in this bid shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this bid may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the bid price.
4. The following **ITB# 24-12** must be written clearly on the outside of each bid envelope in order to avoid prior opening in error.
5. All bids must be received and in-hand at bid due date and time. Each bidder assumes the responsibility for having his/her bid received at the designated time and place of bid due date. Bids received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
6. Unless otherwise stated, all bids submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
7. Each bid form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the bid. When submitting a bid to Rockdale County the first page of your bid package should be the bid form listing the price, delivery date, etc., unless the bid form is requested to be in a separate envelope.
8. Rockdale County reserves the right to accept a bid that is not the lowest price if, in the County's judgment, such bid is in the best interest of the County and the public. The County reserves the right to reject any and all bids.
9. Telephone, Emailed or Facsimile bids will not be accepted.
10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.

Federal I.D. #58-6000882
Sales Tax Exempt #308750008
11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any bid on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. Bidders shall state delivery time after receiving order.
14. Bidders shall identify any subcontractors and include an explanation of the service or product that they may provide.

BID SPECIFICATIONS:

The specifications are as follows:

General:

Purchase Price shall include delivery, F.O.B. Rockdale County, Conyers, GA 30012.

Material Safety Data Sheets must be delivered with product.

BID FORM – ITB No. 24-12

Instructions: Complete all **THREE** parts of this bid form.

PART I: Bid Summary

Complete the information below. If you wish to submit more than one brand, make a photocopy of this Bid Form.

Item No.	Item Description	Estimated No. of Deliveries per Term	Estimated (lbs.) Delivered per Term	Unit Price (per lb.)	Total Price
1.	Hydro fluorosilicic Acid (Fluoride, as per Minimum Specifications and notes below.	4	182,000	\$ _____	\$ _____

Notes to Suppliers:

Note #1: Hydrofluorosilicic Acid (Fluoride, 20-25%)

Note #2: SDS and COA must accompany all deliveries.

Note #3: Bid Price to include all freight and other related charges.

Note #4: Tanker delivery into 6,200-gallon bulk tank. Must supply own air. Not provided.

PART II: Addenda Acknowledgements (if applicable)

Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department – Purchasing Division have been received before submitting a bid.

Addenda	Date Vendor Received	Initials
"1"		
"2"		
"3"		
"4"		
"5"		
"6"		

PART III: Vendor Information:

Vendor Name	
Address	
Telephone	
E-Mail	
Representative (print name)	
Signature of Representative	
Date Submitted	

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF VENDOR

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or agent) of _____, the Vendor that has submitted the attached ITB;

(2) He/She is fully informed respecting the preparation and contents of the attached ITB and of all pertinent circumstances respecting such ITB;

(3) Such ITB is genuine and is not a collusive or sham ITB;

(4) Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham ITB in connection with the Contract for which the attached ITB has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached ITB or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached ITB are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

 (Signed)

 (Title)

Subscribed and Sworn to before me this _____ day of _____, 202__

Name _____

Title _____

My commission expires (Date)

Affidavit Verifying Status for County Public Benefit Application

By executing this affidavit under oath, as an applicant for the award of a contract with Rockdale, County Georgia, I _____ . [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:

Date

Printed Name:

*

Alien Registration number for non-citizens

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 202__.

Notary Public
My commission Expires:

***Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

SAMPLE CHEMICAL SUPPLY AGREEMENT*(The County reserves the right to make any changes to this contract as this is a Sample)*

This Agreement is made as of the _____ day of _____, 2024, between _____, a Georgia limited liability company qualified to do business in the State of Georgia, ("Seller"), whose address is _____, and Rockdale County, Georgia, a political subdivision of the State of Georgia, whose address is 962 Milstead Avenue, Conyers, Georgia 30012 ("Buyer").

1. Sale and Purchase

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, **Hydro fluorosilicic Acid (Fluoride)**, (hereinafter "Product") for use at the Rockdale County Water Treatment Plant located at 3090 Gees Mill Road, Conyers, Georgia 30013 ("Designated Location").

2. Term and Termination

- 2.1 This Agreement shall be effective as of the date first set forth above. The term of this Agreement shall be for one (1) year ("Term"), from the date of this Agreement, unless and until terminated as provided below. This agreement has an option to renew two (2) additional 12-month terms.
- 2.2 Either party may terminate this Agreement with respect to each Product by giving no less than fifteen (15) days prior written to the other party.

3. Specifications

All Product delivered by Seller shall conform to the specifications set forth in the County's Invitation to Bid (ITB) No. 24-122 incorporated herein by reference, and Seller's Bid dated _____, attached hereto and made a part hereof, (hereinafter called "Bid").

4. Delivery

- 4.1 Product shall be delivered by Seller F.O.B Destination.
- 4.2 Delivery must be received within seven (7) days of order guaranteed unless otherwise agreed to by the Buyer. Unless otherwise directed all deliveries can be made 24/7 to Rockdale Water Treatment Plant, 3090 Gees Mill Road, Conyers, Georgia 30013.

5. Price and Charges for Product and Service(s)

- 5.1 All pricing is fixed through the term of this Agreement and shall be set forth in Seller's Bid, dated _____, attached hereto and made a part hereof.

6. Invoicing and Payment

Seller may invoice Buyer for any applicable Unit Price and Surcharges as each delivery of Product is made, or monthly, at Seller's discretion. Invoices for the Monthly Charges and for other sum due hereunder, shall be submitted monthly. All payments due Seller hereunder shall be made to Seller at the location indicated on the invoice. All invoices shall be payable net 30 days. The timely payment by Buyer of all amounts due and owing to Seller hereunder, is an express condition to the continued performance by Seller of its obligations hereunder.

7. Warranty

Seller warrants that the Product shall conform to the specifications and express warranties set forth in the Attachment(s) and the time of delivery, Seller shall have good title and right to transfer the same and that the same shall be delivered free of encumbrances. THE FOREGOING WARRANTY IS THE SOLE WARRANT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.

8. Indemnity

Each party hereby agrees to indemnify and hold harmless the other party from and form of action, lawsuit or claim brought by or on behalf of the indemnifying party's employees, agents or invitees and related in any way to Product or Equipment supplied by Seller under this Agreement. Each party expressly agrees that the obligation of indemnity under this Paragraph extends to an action, lawsuit or claim alleging negligence of the indemnitee.

9. Limitation of Liability

- 9.1 Buyer acknowledges that there are hazards associated with the use of the Product, that it understand such hazards, and that it is responsibility of Buyer to warn and protect its employees and others exposed to such hazard through Buyer's storage and use of the Product. Seller shall provide Buyer with copies of Material Safety Data Sheets relating to the Product for Buyer to make such warning, and Buyers shall hold harmless, indemnify and defend Seller from and against any liability incurred by Seller because such warnings were not made. Buyer assumes all risk and liability for loss, damages or injury to persons or to property of Buyer or others arising out of the presence or use of the Product.
- 9.2 No claim of any kind with respect to non-delivery of Product shall be greater than the Unit Price payable hereunder for the Product in respect to which such claim is made and Buyer's sole and exclusive remedy (except for the remedy of cancellation for material default) for delivery of nonconforming Product shall be replacement by Seller of a like quantity of conforming Product at no additional cost to Buyer.
- 9.3 Seller shall not be liable in contract or tort (including negligence and strict liability) for any other direct, or any direct, special, incidental or consequential damages arising out of its performance or non-performance hereunder.

10. Force Majeure

- 10.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder (other than its obligation to make any payment of money hereunder), or be liable in damages or otherwise for any failure or delay or delay in performance which is due to strike, lockout, concerted act of workers or other industrial disturbance, fire, explosion, flood or other natural catastrophe, civil disturbance, riot or armed conflict whether declared or undeclared, curtailment, shortage, rationing or allocation or normal sources of supply of labor, materials, transportation, energy, or utilities, accident, act of God, delay of subcontractors or vendors, sufferance of or voluntary compliance with act of government and government regulations (whether or not valid), embargo, machinery or equipment breakdown, or any other cause whether similar or dissimilar to any of the causes or categories of cause describe above and which is beyond the reasonable control of the party claiming excuse hereunder.
- 10.2 Either party affected by an event described in Paragraph 10.1, shall, promptly up learning of such event and ascertaining that it has or will affect its performance hereunder, give notice to the other party, stating the nature of the event, its anticipated duration and any actions being taken to avoid or minimize it effect.
- 10.3 If any event within Paragraph 10.1 shall only partially reduce Seller's ability to produce or deliver Product, then Seller may prorate its available supply among Buyers and Seller's other customers in a fair and equitable manner.

11. Other Supply Source

- 11.1 If Seller is unable to supply any of Buyer's requirement for Product, Buyer may, with Seller's approval (which approval shall not be unreasonably withheld), purchase such requirements from other qualified vendors and have the same delivered into any storage equipment during such period of Seller's inability.

12. Notice

- 12.1 Any notice or other communication required or permitted to be given under this Agreement must be in writing and must be mailed by overnight delivery or certified mail, postage prepaid, so that the notifying party can prove delivery of notice and the date thereof, and addressed as follows:

To the County:

Rockdale County, Georgia
 Finance Department – Purchasing Division
 Attn: Tina Malone
 P. O. Box 289
 Conyers, Georgia 30012
 Email: tina.malone@rockdalecountyga.gov
 Phone: 770-278-7552

To the Contractor:

The addresses stated in this paragraph may be changed by the respective parties upon a documented notice delivered in advance, pursuant to this paragraph.

13. General Provisions

- 13.1 This Agreement is subject to acceptance by a duly authorized representative of Seller.

- 13.2 This instrument together with any terms and conditions of Seller's Attachments(s) hereto constitutes the entire agreement between the parties. No terms and conditions in any form of purchase order, order acknowledgment or other acceptance forms of Buyers issued with respect to this transaction shall alter the terms hereof any objection is hereby made to all such additional or different terms. Acceptance is expressly limited to the terms offered herein. No modification or waiver of this Agreement shall bind Seller unless in writing and signed and accepted a duly authorized representative of Seller.
- 13.3 Any dispute between the parties relating to this Agreement which cannot be resolved with reasonable promptness shall be referred to each party's senior manager in an effort to obtain prompt resolution. Neither party shall commence any action against the other until the expiration of 60 days from the date of referral to such senior managers; provided however, this shall not preclude a party from instituting an action seeking injunctive relief to prevent irreparable damage to such party.
- 13.4 If any provision of this Agreement is held invalid by any law and /or regulation, all other provisions hereof shall continue in full force and effect.
- 13.5 This Agreement shall be governed by and construed according to the laws of the State of Georgia without giving effect to its conflicts of laws provisions.
- 13.6 In the event of conflict between the terms of this Agreement and any of its Attachments, the terms of the Agreement shall govern.

A scanned and/or photocopy of this document carries the same validity of an original agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

ROCKDALE COUNTY, GEORGIA

CONTRACTOR

By: _____
Osborn Nesbitt, Sr., Chairman

By: _____

Name: _____
Title: _____

Attest:

Attest:

Jennifer Rutledge, County Clerk

Corporate Secretary or Assistant
Corporate Secretary

Approved as to form:

M.Qader A. Baig, County Attorney

REFERENCES

Instructions: Type or clearly print all information.

Reference #1

Name of Project Owner: _____

Project Description and Location: _____

Contracted Dollar Amount: _____

Completed Dollar Amount: _____

Scheduled Completion Date: _____

Actual Completion Date: _____

Contact Person's Name: _____

Contact Phone: _____

Contact Fax: _____

Contact E-mail: _____

Reference #2

Name of Project Owner: _____

Project Description and Location: _____

Contracted Dollar Amount: _____

Completed Dollar Amount: _____

Scheduled Completion Date: _____

Actual Completion Date: _____

Contact Person's Name: _____

Contact Phone: _____

Contact Fax: _____

Contact E-mail: _____

Reference #3

Name of Project Owner: _____

Project Description and Location: _____

Contracted Dollar Amount: _____

Completed Dollar Amount: _____

Scheduled Completion Date: _____

Actual Completion Date: _____

Contact Person's Name: _____

Contact Phone: _____

Contact Fax: _____

Contact E-mail: _____

Representative's Signature: _____ Date: _____

BIDDER'S CHECKLIST

_____ **TWO (2) HARDCOPIES (one original, one photocopy) and ONE (1) FLASH DRIVE (containing a copy in Adobe PDF format) of the following documents: all documents shall be fully completed, signed, and dated:**

_____ **Bid Form (See Page 11)**

_____ **All Applicable Affidavit Forms (See Pages 12-13)**

_____ **References (See Pages 17-18)**

_____ **Any Proposed Deviations from the Required Specifications, Including Necessary Explanations and Conditions**

_____ **Proof of Business License**

The purpose of this checklist is to remind bidders of the documents generally required for the bid submittal. It is the bidder's responsibility to include additional documents requested in the bid that may not be shown on the checklist, if applicable.